

1. I am the Interpleader Defendant and Crossclaim Plaintiff in the above-captioned action.

2. On July 17, 2001, Kathy Cokus ("Cokus"), the Interpleader Defendant and Crossclaim Defendant in the above-captioned matter, appeared before a federal grand jury, sitting in Boston, Massachusetts, that was investigating matters which were the subject of a qui tam lawsuit that Cokus later filed.

3. After Cokus completed her testimony before the federal grand jury, she met with me and Nathan Schwed, Esquire, a partner in the law firm of Zeichner Ellman & Krause LLP, at a Starbucks Coffee Store, in Boston, Massachusetts.

4. Cokus had consented to have me tape recording our meetings.

5. Cokus has since denied that she gave her consent to me to tape record the statements she made during this meeting.

6. I have listened to the audio tape recording of this meeting and I have heard the following:

a. Mr. Schwed tells Cokus that under the agreements she made with me and the Zeichner law firm:

(1) she will receive 50% of the proceeds from any recovery she receives from a qui tam lawsuit against Bristol-Myers Squibb;

(2) I will receive 12½% of the proceeds from any such recovery she receives; and

(3) the Zeichner law firm will receive 37½% of the proceeds from any such recovery she receives.

b. Cokus expressed to me and Mr. Schwed her agreement that:

(1) she will receive 50% of the proceeds from any recovery she receives from a qui tam lawsuit against Bristol-Myers Squibb Company.

(2) I will receive 12½% of the proceeds from any such recovery she receives; and

(3) the Zeichner law firm will receive 37½% of the proceeds from any such recovery she receives.

c. Cokus thereupon signed a retainer agreement with the Zeichner law firm, dated July 16, 2001.

d. Mr. Schwed told Cokus that he had prepared the July 13, 2001 contract (Document 18-2, Exhibit 1) for her and me to sign.

e. Cokus did not express any objection, to either me or to Mr. Schwed, because Mr. Schwed had prepared the July 13, 2001 contract (Document 18-2, Exhibit 1) for her and me to sign.

f. Cokus admitted to me and Mr. Schwed that I had provided to her the July 13, 2001 contract (Document 18-2, Exhibit 1) before this meeting.

g. Cokus re-affirmed the contract she made with my investigation firm, Lynch International, Inc., and me, which she had signed together with me on July 13, 2001 (Document 18-2, Exhibit 1).

h. In this contract (Document 18-2, Exhibit 1), Cokus agreed to

pay me 12½% of the recovery she received arising out of, or relating to, the anticipated qui tam lawsuit she would file against Bristol-Myers Squibb Company.

i. Mr. Schwed gave Cokus a duplicate original of the July 13, 2001 contract between Lynch International, Inc. and her, that she had signed, for her to keep.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 20, 2007.



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Octavio Pena